STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Cecil C. Edwards and Eloise H. Edwards,

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank

(hereinalter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Sixty-Five Thousand and 00/100----

-----Dollars (\$65,000.00) due and payable: principal being due on demand, with interest collected in consecutive monthly payments beginning October 10, 1984,

Citizens Bank's prime rate + 2%

date with interest thereon from

at the rate of First/ per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Chick Springs Township, being known and designated as Lots 43 and 44 of Avon Park as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book KK, at Pages 70 and 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Thames Drive at the joint front corner of Lots Nos. 42 and 43, and running thence S. 84-18 W. 175 feet to an iron pin in the line of Lot No. 24; thence along the rear line of Lots Nos. 24, 23 and 22, N. 5-42 E. 180 feet to an iron pin at the joint rear corner of Lots Nos. 44 and 45; thence along the joint line of said Lots, N. 84-18 E. 175 feet to an iron pin on the western side of Thames Drive; thence along Thames Drive, S. 10-42 W. 23.1 feet to an iron pin; thence continuing along Thames Drive, S. 5-42 W. 156.9 feet to the beginning corner.

This being the same property conveyed to the Cecil C. Edwards and Eloise H. Edwards by Deed of Investors Nine, dated July 5, 1961, and recorded in the RMC Office for Greenville County in Deed Book 677-275.

Mortgagee's address: P. O. Box 3028, Greenville, S.C. 29602

ALSO: ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, shown and designated as the northerly 25 feet of Lot No. 42 of Avon Park as shown on plat recorded in the RMC Office for Greenville County in Plat Book KK-71, and having the following metes and bounds,

BEGINNING at an iron pin on the westerly side of Thames Drive at the joint front corner of Lots Nos. 42 and 43, and running thence with the westerly side of Thames Drive, S. 5-42 W. 25 feet to a point; thence on a new line through Lot No. 42, S. 84-18 W. 175 feet to a point; thence N. 5-42 E. 25 feet to an iron pin at the joint rear corner of Lots Nos. 42 and 43; thence with the joint line of Lots 42 and 43, N. 84-18 E. 175 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of Clarence E. Hollingsworth, Jr., dated October 7, 1964, and recorded in the RMC Office for Greenville County in Deed Book 760-368.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.